

An ANSWER to the Case of George Taylor, Esquire, against the last Clause of the Prison-Bill.

THIS Case first asserts, That *William Lenthall*, Esq; when he made the Grant of the Office of Marshal to *Briggs*, at 1400*l. per Ann.* was seiz'd in Fee of the said Office. — Whereas in truth Mr. *Lenthall* was neither in Law or Equity then intitled to the said Office: — For the Title in Law was then in Trustees; and all his Equitable Right to the Profits he had many years before granted to Sir *John Cutler*, for the Payment of 10000*l.* but in Principal and Interest there is now due about 18000*l.* — This appears by the Abstract of Mr. *Lenthall's* Title hereafter set forth, and the Deeds relating thereto, produced to their Lordships, and now ready to be produced. — And whether Mr. *Taylor*, who pretends to have paid Mr. *Briggs* 2000*l.* for his Right, shall keep this Office under Mr. *Briggs's* Title, being admitted by the Court, or such as Mr. *Boulter* (Executor to Sir *John Cutler*) shall approve of, is humbly submitted to this Honourable House.

It is notorious that Mr. *Briggs* was only put in by Mr. *Faringdon* (who hath been a Prisoner in the King's-Bench above 20 years, and broke for above Three hundred thousand Pounds); for Mr. *Faringdon*, and one Mr. *Green*, did covenant with Mr. *Lenthall* to pay this Rent, as appears by his Deed now to be produc'd: And it is well known that *Faringdon* acted as Marshal (tho *Briggs* was the sworn Officer), and made all Agreements with Prisoners for their Liberty, and received all the Chamber-Rent and Gratuities: And when *Briggs* was forced to fly, by reason of the many Escapes which *Faringdon's* corrupt Management had occasioned, then Mr. *Taylor* was pitched upon as a proper Successor; with this only difference, that *Taylor* was to pay *Faringdon* the Rent, and to *Faringdon* gave the Consideration for his Admission, and was himself to have the sole Management; in which he too well imitated Mr. *Faringdon's* Example, in suffering Men in Execution, as well as under Mean Proces, to go at large.

Mr. *Faringdon*, whilst *Briggs* was Marshal, refused to confine a Prisoner, against whom Mr. *Rutland* had recover'd Judgment for about 150*l.* unless the Plaintiff would give him Bond to pay him One Third of the Money when he made an end with the Defendant: But after some time was prevailed with to accept of a Bond for Thirty Guineas, to be paid by the Plaintiff, when the Plaintiff had discharg'd the Defendant; and then, but not before, sent for the Defendant, and confin'd him. — This Mr. *Faringdon* told one Mr. *Woodford*, Attorney for the Plaintiff, was usually done. — But if all Plaintiffs were to give the like Considerations, that Office would amount to an incredible Profit.

Mr. *Taylor* saith, That this Clause was presented at the close of the Committee, and that he was not heard against the same. —

But the Lords Committees having been fully satisfied by the Lord Chief Baron, and Mr. Baron *Powis* (who perused Mr. *Boulter's* Right to the Profit of this Office), That Mr. *Boulter* had Right to the Profits when the Grant was made to *Briggs*, and long before, their Lordships then thought fit not only to pass a particular saving Clause for Mr. *Boulter*, but also this last Clause, against which only Mr. *Taylor* complains: My Lord *Radnor* and Mr. *Boulter* then assuring their Lordships, Great Care should be taken, (as soon as Mr. *Boulter* had the naming of the Marshal), that none of those former Abuses should be committed.

If Mr. *Boulter* according to this Clause hath the approving of all Marshals, then is it reasonable to believe for his own Interest he will approve of none but Persons well qualified. — But if Mr. *Faringdon* (whose Tool *Briggs* was) or any other Person not responsible for so great a Trust, shall have the Management hereof, then will nothing be regarded but present Profit; and when a considerable Sum is once rais'd out of

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of the Corruptions of the Place, the Marshal can only follow the Example of Mr. Briggs, quit the Employment and his Native Countrey together.

This Opposition is carried on as well for Farringdon's as Taylor's Interest, who are very unwilling to part with an Employment, in the Abuse whereof they do annnally raise such considerable Sums, in defiance of all Law, and to the defrauding the Plaintiffs of such proper Methods for satisfaction as the Law allows.

Note, When Briggs left the Office, he had above a *THOUSAND* Prisoners, but turned over to Taylor not above 120; so that he did suffer about *NINE HUNDRED* Voluntarily to Escape, for Taylor could take Cognizance of none but those turn'd over to him.

If there be any Agreement between Mr. Boulter and Mr. Taylor, That Taylor shall enjoy the Office, upon paying Boulter the Rent (as Taylor's Case suggests) then That Agreement will remain good, for nothing in this Clause seems to affect the same.

Mr. Boulter's Title to the Profits of the Marshal of the King's-Bench Prison.

10.Aug. 1671. **W**illiam Lenthall upon the Marriage of his Wife, conveyed the Fee of the Office (*inter alia*) to Sir Edward Norris, & al' upon several trusts therein mentioned (which are all determined).

10.Aug. 1682. *William Lenthall* by Statute became bound to Sir John Cutler in 10000*l.* for Securing of 7000*l.*

Hill Ter. 1684. Sir John Cutler obtained Two Judgments against *William Lenthall*, one for 3500*l.* and another for 2500*l.* in the whole 6000.

24.Feb. 1684. For securing of the said 7000*l.* and 3000*l.* in all 10000*l.* and Interest, *William Lenthall* (*inter alia*) did Mortgage the Rents and Profits of the Office of Marshal of the Marshalsea of the King's-Bench for Payment of the said Sum of 10000*l.* to Joshua Lust in Trust for Sir John Cutler, and did thereby declare that *William Lenthall* and his Trustees (mentioned in the Deed of the 10th. of August, 1671.) should stand seized of the Inheritance of the Office, subject to the Payment of the said Money.

So that the Inheritance Conveyed in 1671. is subject to the payment of the Money due to Sir John Cutler's Executor (Mr. Boulter) to whom by a Deed Executed in 1694. it appears Mr. Lenthall was then Indebted above 15000*l.* which now amounts in Interest and other Monies, to above 18000*l.*

The Title of George Taylor, Esquire.

31.May. 1690. **W**illiam Lenthall grants the Office of Marshal to William Briggs to hold during the Term of his Life.

31.May. 1690. Indenture Tripartite between *William Lenthall* of the first part, *John Faringdon* and *John Green* of the second part, and *William Briggs* of the third part (reciting the laid Grant to Briggs) whereby *William Lenthall* reserved 1400*l.* per Ann. payable Monthly, in which is a proviso to be void on not payment of the Rent Ten days after the same is payable. And *Faringdon* and *Green* Covenants to pay the Rent to *Lenthall*, and all the Covenants in it are from *Faringdon* and *Green*.

